

California Conservation Corps (CCC)
Proposition 39 Energy Opportunity Survey Application
General Terms and Conditions

- A. Definitions -- For the purposes of these General Terms and Conditions the following terms have the following meanings:
1. Agreement – The project paperwork (described below) and these General Terms and Conditions
 2. Applicant –The person completing the Application for CCC Proposition 39 Energy Opportunity Surveys as well as any individual or entity said person represents;
 3. CCC – The California Conservation Corps;
 4. Parties - The CCC and the Applicant, jointly and severally; and,
 5. Survey – CCC Proposition 39 Energy Opportunity Survey and related services.
- B. Documentation of Projects
1. Applicant shall complete an application for CCC Proposition 39 Energy Opportunity Survey;
 2. The CCC shall work with Applicant to complete the necessary paperwork describing the Survey services to be provided at each Applicant location;
 3. The Application for CCC Proposition 39 Energy Opportunity Survey and the paperwork described in number 2, above, will be hereafter referred to as “the project paperwork”;
 4. No project work will begin without the project paperwork being completed; and,
 5. The project paperwork is incorporated into this Agreement.
- C. Public Nature of Information Collected: All information (including electric and gas usage/billing data) collected in the project paperwork and/or through or during a CCC Energy Opportunity Survey will be considered public, non-confidential, and non-proprietary information that may and can be provided to, among others, members of the public, government entities, and third parties.
- D. Release of Utility Information: In order to be eligible for CCC services, Applicant must provide the CCC with the same Electric and Gas Usage/Billing Data that it provided to or will provide to the California Energy Commission (CEC) in accordance with Public Resources Code section 26240(a) and the CEC Proposition 39 Implementation Guidelines.
- E. Non-Public Benefit Prohibition:
1. Applicant recognizes and agrees that:
 - i. The CCC’s Proposition 39 Energy Opportunity Survey services are being paid for with public funds in accordance with Proposition 39 and the Clean Energy Jobs Act; and,
 - ii. The CCC’s Proposition 39 Energy Opportunity Survey services are being offered and will be provided only in order to confer a benefit on a local education agency (LEA) or LEA subsidiary receiving said services.
 2. Applicant guarantees and agrees that neither it nor any Applicant affiliate, subcontractor, partner, agent, and/or otherwise related entity or individual will receive any income from or charge any LEA or LEA subsidiary for any CCC Proposition 39 Energy Opportunity Survey services.
- F. Mutual Indemnification:
1. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Applicant against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project paperwork.
 2. The Applicant agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Applicant while performing the work set forth in this Agreement and/or the project paperwork;
- G. Budget Contingencies:
1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the CCC’s Proposition 39 Energy Opportunity Survey services, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have

no liability to pay any funds whatsoever to Applicant or to furnish any other considerations under this Agreement or related project paperwork and Applicant shall not be obligated to perform any provisions of this Agreement or related project paperwork.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of CCC's Proposition 39 Energy Opportunity Survey services, the State of California and the CCC shall have the option to either cancel the Agreement with no liability occurring to the State of California or the CCC, or offer to an Agreement amendment to Applicant reflecting the reduced amount.

H. Non-Discrimination: The Parties will maintain and enforce Equal Employment Opportunity (EEO) policies and procedures so as to not unlawfully discriminate, harass, or allow harassment against any Program participant or CCC personnel because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave and/or other classification protected under State or Federal law or regulation.

I. Miscellaneous Provisions:

1. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
2. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
3. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
4. Neither the CCC nor the Applicant may assign this Agreement or any interest therein without the written consent of the other party;
5. This Agreement may be modified by mutual written agreement of the parties;
6. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party;
7. The CCC, the CEC, the CPUC, the Proposition 39 Citizen Oversight Committee, the California Departments of Education and of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and each party agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is required by statute, regulation, Proposition 39 Guideline, and/or court order; and ,
8. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.